



**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

SEWER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into between the COUNTY OF BRUNSWICK, NORTH CAROLINA, owner and operator of the Brunswick County Public Utilities, hereinafter referred to as "County"; and _____, User of public Sewer Collection System, hereinafter referred to as "User".

WITNESSETH

WHEREAS, the User desires to purchase sewer service from the County and to enter into a Sewer Service Agreement as required by the County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed upon by the parties as follows:

The County shall furnish, subject to the limitations set forth in its Rules and Regulations now in force or as hereinafter amended such sewer service as User requires in connection with the User's occupancy of the premises.

The User agrees to comply with and be bound by the Articles, Rules, and Regulations adopted by the County, now in force, or as hereafter duly and legally supplemented, amended, or changed. The User also agrees to pay for sewer service at such rates, time, and place as shall be determined by the County, and agrees to the imposition of such penalties for noncompliance as are now set forth in the Rules and Regulations, or which may be hereinafter adopted and imposed by the County. Where applicable, the User also agrees to pay the power bill for wastewater pumps or controls on the User's property. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the County.

The User agrees to connect to the County's water system immediately, or if water service is not currently available, to connect to the County's water system at the first opportunity when service is made available and to pay such water rates and fees in force at the time application is made. Sewer usage amounts for Sewer Users connected to the County's water system shall be based on water usage. Sewer usage amounts may be reduced for water usage metered by an irrigation meter that does not enter the sewer system. Sewer Users not connected to the County's water system agree to connect a County-supplied water meter to their well. Water meter deposit fees shall apply. The User agrees to be responsible for and bear the cost of any necessary plumbing adjustments for installation of a water meter. The meter may be installed downstream of any irrigation lines that do not direct flow to the sewer system. In the event service is terminated, either voluntarily by the User, or by the County for cause, the water meter deposit shall be held and applied to any unpaid balance owed on the User's account. Should the account be fully paid at the time of termination of the service to the User, the deposit shall be refunded by the County within a reasonable period of time thereafter at the User's last known address.

The County shall determine the allocation of sewer to the Users in the event of sewer capacity shortage; and may shut off water and/or sewer service to a User who allows a connection or extension to be made off his or her service line for the purpose of supplying sewer service to another user. Any User found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the County.

The User shall be billed periodically by mail and shall pay for availability of sewer service and usage. Bills are due and payable upon receipt. If payment is not received within 20 calendar days of the bill date, a 10% late penalty is applied to the account. If payment is not received by the due date of the bill the following month, the water and/or sewer service is subject to disconnection. A Premise Visit Charge shall be assessed to the User's account for water and/or sewer service disconnection. A reconnection charge shall then be applied to the User's account for reconnection of water and/or sewer service, whether for nonpayment and/or at the User's request. Payment of all service charges and fees must be received by 5:00 p.m. of the regularly scheduled work day in order to have water and/or sewer service reconnected. Any reconnections performed after regular business hours, on weekends, or holidays shall be assessed an after hours premium. The User understands and agrees that the County shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the User does not receive his or her billing statement within a reasonable period of time, it shall be the responsibility of the User to either make payment (approximate) to the County, including account number on all checks, or to contact the County's Public Utilities Department to obtain another copy of the User's billing statement or to acquire a current account balance due to the County, at which time the User shall make payment in full.

The above referenced penalties and service charges may be appealed by the User, in writing, if so desired. To do so, the User must submit a completed Sewer Users Appeal form to the Public Utilities Department. Upon receipt, the form shall be reviewed by County staff. A decision shall be rendered within fifteen (15) working days to the User. This decision shall be final.

TERMS SPECIFIC TO THE USER AS A PROPERTY OWNER

The County shall install at the Property Owner's expense a service connection from the sewer main to the property line (or easement line if the main is located in an easement). The County portion of the service shall terminate with either a cleanout for gravity services or a shutoff valve and valve box for 2" or smaller force main grinder pump services. The County shall own and maintain this portion of the service as indicated on the County standard details and shall have exclusive rights to use of the sewer cleanout and/or shutoff valves on the County system. The County shall have final authority in determining the location of a service line connection to its public Sewer Collection System. The service line shall typically connect with the County's public Sewer Collection System at the nearest point of use by the User, provided the County has determined, in advance, that the system is of sufficient capacity to permit sewer collection at that point. Each User shall have a separate and distinct service connection to the County's public Sewer Collection System. The Property Owner hereby grants to the County, its successors and assigns, a perpetual easement in, over, under and upon the Property Owner's land a distance of fifteen (15) feet in all directions from the service line for the exclusive purpose of a sewer service line connection to the public Sewer Collection System of the County including right of ingress and egress for the operation, inspection, repair, maintenance, replacement, and removal purposes.

The Property Owner agrees that no other present or future source of sewer shall be connected to any sewer lines served by the County's public Sewer Collection System. Any Property Owner found to be in noncompliance with these Rules and Regulations may have water and/or sewer service(s) terminated, if deemed necessary by the County, until which time the illicit connection is eliminated.

Service shall not commence until the Property Owner receives an approved final plumbing and/or building inspection by the appropriate building inspections office within the County. Upon receipt of said final approval, the User shall commence to use the County's Sewer Collection System on the date that sewer service is available to the User by the County. Sewer charges to the User shall commence on the day that the service is made available, regardless of whether or not the User connects to the system.

The Property Owner shall pay an availability fee to be billed directly to the Property Owner each month the service location is without an active sewer service account.

Gravity Service Lines on the Property Owner's side of the Cleanout

Gravity service lines on the property owner's side of the sewer cleanout (cleanout to dwelling or point of use) shall be installed and maintained by the property owner at his/her own expense.

Owner-permitted Commercial 2" or smaller Force Main Grinder Pump Service Lines on the Property Owner's side of the shutoff valve and valve box

Commercial 2" or smaller force main grinder pump services and associated pump stations (other than select commercial installations per County Rules and Regulations) on the property owner's side of the shutoff valve and valve box shall be permitted, installed, and maintained by the property owner at his/her own expense in accordance with Brunswick County and North Carolina regulations. The Property Owner also agrees to install and maintain, at his or her own expense, a check valve and shutoff valve in a valve box on the Property Owner's system immediately adjacent to the property line.

Residential and County-permitted Commercial 2" or smaller Force Main Grinder Pump Service Lines on the Property Owner's side of the shutoff valve and valve box

Select commercial (per County Rules and Regulations) and residential 2" or smaller force main grinder pump services and associated pump stations on the property owner's side of the shutoff valve and valve box shall be installed and maintained by the County at the expense of the Property Owner. The County shall install and maintain a check valve and shutoff valve in a valve box on the Property Owner's system immediately adjacent to the property line. Costs for repairs/replacements to the Property Owner's system shall be borne by the County through the County Grinder Pump Maintenance Plan

if the Property Owner is not delinquent on any Grinder Pump Maintenance Plan fees. Property Owners enrolled in the Grinder Pump Maintenance Plan agree to pay the grinder pump maintenance fee as established by the County as part of the regular bill for water and/or sewer service. This fee is subject to change depending on the cost of providing this maintenance service as evaluated annually. The Property Owner shall bear the cost of repairs required due to negligence or misuse of the grinder pump station. Negligence or misuse includes violations of the Brunswick County Sewer Use Ordinance, disposing of sand, rock, gravel, metal, or any other substance that cannot reasonably be expected to be ground and conveyed by a Grinder Pump. Means and methods of grinder pump station repair and associated force mains are at the sole discretion of the County. Gravity sewer lines from the structure to the grinder pump station are the responsibility of the property owner as well as electrical connections to the grinder pump station control panel, phone lines for auto-dialers, and generators serving the individual grinder pump station. The Property Owner agrees that if the County makes gravity sewer service available that the Property Owner shall disconnect from the sewer force main and connect to the gravity system.

TERMS SPECIFIC TO THE USER AS A RENTER

The Renter certifies that there is in place a service line, extending from the County's sewer main to the premises to be served, of sufficient capacity and construction to permit acceptance of sewer from the premises.

The Renter agrees that he or she shall permit no other source of sewer to be connected to the sewer lines served by the County's public Sewer Collection System and shall not permit any present or future illicit connections in the Renter's system. The Renter further agrees to not permit the connection or extension of the service line to another for the purpose of supplying that location sewer. The Renter agrees to not dispose of sand, rock, gravel, metal, or any other substance disallowed by the Sewer Use Ordinance into the sewer system. The Renter acknowledges that the cost of repairs due to negligence or misuse of the sewer system, including grinder pump station repairs shall be billed by the County to Renter. Any Renter found to be in noncompliance with these Rules and Regulations may have water and/or sewer service terminated, if deemed necessary by the County, until such time the Renter becomes compliant with applicable rules and regulations.

I, the User, agree to pay BRUNSWICK COUNTY PUBLIC UTILITIES monthly or bimonthly charges for Sewer usage as computed by the rate schedule in force at the time of usage and all connection fees in force at the time of connection, at the discretion of the County:

In WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 20____.

USER'S BILLING ADDRESS:

County of Brunswick: _____

Signature of User: _____

Print User's Name: _____

User is: ☐ Owner ☐ Renter

SERVICE LOCATION ADDRESS, if different from above:

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**COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT**

SEWER SERVICE RECEIPT

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- | | |
|---|----------|
| 1. 2 " Diameter or Smaller Force Main Tap | \$ _____ |
| 2. Residential Simplex Grinder Pump Station & Tap | \$ _____ |
| 3. Residential High Head Simplex Grinder Pump Station & Tap | \$ _____ |
| 4. Duplex Grinder Pump Station & Tap | \$ _____ |
| 5. 4" Gravity Service Tap | \$ _____ |
| 6. 6" Gravity Service Tap | \$ _____ |
| 7. 8" Gravity Service Tap | \$ _____ |
| 8. Valve Box Adjustment | \$ _____ |
| 9. Premise Visit | \$ _____ |
| 10. Surcharge for Trenchless Pipe Installation | \$ _____ |

(Due to excessive length, large diameter, or wet bore installation methods)

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|--|----------|
| 11. Surcharge for Excess Length of Grinder Pump Service Line | \$ _____ |
| 12. Capital Recovery Fee | \$ _____ |
| 13. Sewer Transmission Capital Recovery Fee | \$ _____ |
| 14. Penalty | \$ _____ |
| 15. Returned Check Charge | \$ _____ |
| 16. Other | \$ _____ |

PAYMENT IN THE AMOUNT OF \$ _____ IS HEREBY ACKNOWLEDGED.

BY: BRUNSWICK COUNTY PUBLIC UTILITIES DEPARTMENT

DATE: _____, 20____

USER'S BILLING ADDRESS:

SERVICE LOCATION ADDRESS, if different Billing Address:
